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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA – SANTA ROSA DIVISION

In Re: Case No.: 11-13214

**DEAN GREGORY ASIMOS,**

Chapter 7

Debtor.

Adversary No. 14-01018

**ANSWER TO COMPLAINT**

JASON EVERETT THOMPSON  
Plaintiff,

vs.

DEAN GREGORY ASIMOS  
Defendant,

**DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT FOR NON-  
DISCHARGEABILITY OF DEBT**

Dean Asimos, the defendant herein, by and through Sagaria Law, P.C., Defendant's attorneys, answering the Complaint to Determine Dischargeability of a Debt and Denial of Discharge,

1. Admit the allegations contained in paragraphs 6, 8-11, 17, and 19-21.
2. Deny each and every allegation contained in paragraphs 1 -5, 7, 15, 18, 22 - 31 of said Complaint.

- 1       3. Defendant partially admits the allegations in paragraph 12 to the extent there
- 2                  were funds sitting in an attorney trust account in the amount of \$100,000.
- 3                  Defendant denies the rest of the allegations.
- 4        4. Defendant partially admits the allegations in paragraph 14 to the extent the
- 5                  income estimates may not have exactly reflected the actual gross income for the
- 6                  year.
- 7        5. Defendant partially admits the allegations in paragraph 16 that there was an
- 8                  omission from the case management conference statement but denies that it
- 9                  was done maliciously or with intent to deceive.
- 10      6. Defendant respectfully requests that the relief sought on page 8 and 9 of the
- 11                  Complaint be denied.

## **AFFIRMATIVE DEFENSES**

## **First Affirmative Defense**

### (Uncertainty)

15 As a first, separate, and affirmative defense to each and every cause of action  
16 alleged in the Complaint, Defendant allege that each of those causes of action is  
17 ambiguous and/or unintelligible.

## **Second Affirmative Defense**

### (Laches)

20 As a second, separate, and affirmative defense to each and every cause of  
21 action alleged in the Complaint, Defendant allege that each of those causes of action  
22 are barred by the equitable doctrine of laches due to Plaintiffs' acts and/or omissions.

### Third Affirmative Defense

## **(Unclean Hands)**

25 As an Third, separate, and affirmative defense to each and every cause of  
26 action alleged in the Complaint, Defendant allege that each of those causes of action  
27 are barred by the doctrine of unclean hands due to Plaintiffs' acts and/or omissions.

#### **Fourth Affirmative Defense**

### (Excuse)

As an Fourth, separate, and affirmative defense to each and every cause of action alleged in the Complaint, Defendant allege that they are excused from performing any and all of their purported obligations arising from any agreement alleged in the Complaint.

## Fifth Affirmative Defense

### **(Prevention of Performance)**

As a fifth, separate, and affirmative defense to each and every cause of action alleged in the Complaint, Defendant allege that they have performed all of their obligations, if they had any, to Plaintiffs, except those obligations Defendant were prevented and/or excused from performing by the acts and/or omissions of Plaintiffs, other individuals, and/or entities whether or not named as parties in the above-captioned action.

## Sixth Affirmative Defense

### (Consent)

As an sixth, separate, and affirmative defense to each and every cause of action alleged in the Complaint, Defendant allege that Plaintiffs are barred from recovery because Plaintiffs consented, whether expressly or impliedly, to the acts and/or omissions of Defendant.

## **Seventh Affirmative Defense**

## (Accord and Satisfaction)

As a seventh, separate, and affirmative defense to each and every cause of action alleged in the Complaint, Defendant allege that each of those causes of action are barred by the doctrine of accord and satisfaction.

## Eighth Affirmative Defense

## (Contributory Negligence)

1 As a eighth, separate, and affirmative defense to each and every cause of action  
2 alleged in the Complaint, the relief sought by Plaintiff is bared because any damages  
3 suffered by Plaintiff were proximately caused by Plaintiff's conduct, acts or omissions.

4 **WHEREFORE**, Defendant prays that Plaintiff's request for relief be denied in  
5 its entirety. Defendant further prays that thee debt remain dischargeable and that  
6 Defendant shall be awarded attorneys' fees and costs to proof and have such other  
7 relief as this court deems just and proper.

8 Respectfully Submitted:  
9 **SAGARIA LAW, P.C.**

10 Dated: April 18, 2014

11 /s/ Joe Angelo  
12 Joe Angelo  
13 Attorney for Debtor  
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